

## Exhibit J



**CPR**  
**PROMPT**<sup>®</sup>  
RESCUE AND PRACTICE AID

# USE AND CARE BOOK



**Any Questions?**  
Call Us Toll-Free at  
1-888-SAV-LIFE  
(1-888-728-5433)

**Model CPR100**

An FDA Registered Class I  
Medical Device

## LIMITED WARRANTY

### County Line Limited® One-Year Limited Warranty

1. **WARRANTY COVERAGE.** County Line Limited offers a LIMITED WARRANTY against any defects in workmanship or materials under normal use with respect to its CPR PROMPT® Rescue and Practice Aid (the "CPR PROMPT") (but not with respect to the batteries, if any, included with the CPR PROMPT).
2. **WARRANTY PERIOD.** County Line warrants the CPR PROMPT for one (1) year from the date of purchase. Any component of the CPR PROMPT which proves defective within twelve (12) months from date of purchase will be repaired or replaced, at County Line's option, free of charge to the owner. The owner is responsible for shipping and handling fees to the place which County Line designates.
3. **WARRANTOR'S RESPONSIBILITIES.** County Line will repair or replace (at County Line's option) a defective warranted component subject to the provisions of Section 2 without charge except for transportation costs. OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST COUNTY LINE SHALL BE FOR THE REPAIR OR REPLACEMENT OF DEFECTIVE GOODS AS PROVIDED HEREIN. Repair or replacement of any component of any CPR PROMPT does not extend this limited warranty or begin a new limited warranty period.
4. **CIRCUMSTANCES NEGATING WARRANTY AND OTHER LIMITATIONS.**
  - (a) County Line reserves the right to refuse warranty service or replacement when product failure is due to misuse, mishandling, misapplication, accident, neglect, improper installation, modification, use of unauthorized parts or attachments, adjustment or repair performed by anyone other than County Line or its authorized agent, or any causes other than defective workmanship or material.
  - (b) This limited warranty does not cover abrasion, abnormal use, damage caused by mishandling, neglect or unauthorized modification. This warranty is void if the CPR PROMPT is structurally altered.
  - (c) Owner must provide proof of the date of purchase, place of purchase and the purchase price in order to obtain service under this limited warranty.
  - (d) County Line makes no warranty other than as contained herein. No agent, representative, dealer, or employee of County Line has the authority to alter the obligations or limitations of this limited warranty.
  - (e) COUNTY LINE MAKES NO WARRANTY, EXPRESSED OR IMPLIED, ORAL OR WRITTEN, INCLUDING MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO ANY BATTERIES INCLUDED WITH ANY CPR PROMPT.
5. **LIMITATIONS ON IMPLIED WARRANTIES AND DAMAGES.**
  - (a) ANY AND ALL IMPLIED WARRANTIES ON THE CPR PROMPT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXCEED IN DURATION THE RESPECTIVE TERMS OF THIS LIMITED WARRANTY WHICH BEGIN WITH DATE OF PURCHASE. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.
  - (b) COUNTY LINE SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE CPR PROMPT OR THE BREACH OF THIS OR ANY OTHER EXPRESSED OR IMPLIED WARRANTY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so damages awarded for any breach of this limited warranty shall be limited to the amount of the purchase price.
6. **CPR PROMPT DISCLAIMER.** CPR PROMPT is classified by the United States Food and Drug Administration as a Class I Medical Device. As a customer, you understand that CPR PROMPT is designed to prompt rescuers who have received instruction in CPR.
7. **WARRANTY SERVICE.** To obtain warranty service or information about CPR PROMPT, contact County Line Limited's Health and Safety Products Division at 4543 Taylor Lane, Warrensville Heights, Ohio 44128, or call toll-free 1-888-SAV-LIFE (1-888-728-5433).
8. **RIGHTS UNDER STATE LAW.** This warranty gives you specific legal rights, and you may have other rights which vary from State to State.

CPR PROMPT® is a Registered Trademark of County Line Limited. CPR Prompt is covered by the following patents: U.S.A. Re. 34,800; Canada 1249368; and Europe 0183462. Software is protected under copyrights © 1985, 1992 and 1996.

PART NO. 2065-700

## Exhibit K

COMPLIANT CORPORATION SOLON, OHIO 44139

DATE	INVOICE NO.	COMMENT	AMOUNT	DISCOUNT	NET AMOUNT
01/13/2003	OTR 1/2004	ROYALTY-QUARTER 1	1,215.41	0.00	1,215.41
					<b>053045</b>
CHECK: 053045 12/04/2003 CPR PROMPT CORPORATION					
TOTAL					1,215.41



COMPLIANT CORPORATION  
27070 MILES RD. PH. 440-498-8800  
SOLON, OHIO 44139

**National City.**  
National City Bank  
Ashland, Ohio

56-389  
412

053045

053045

\*ONE THOUSAND TWO HUNDRED FIFTEEN AND 41 / 100

00-0001657

CPR PROMPT CORPORATION  
1047 LONGMEADOW STREET  
LONGMEADOW, MA 01106

DATE

12/04/2003

CHECK AMOUNT

\*\*\*\*\*1,215.41\*



⑈053045⑈ ⑆041203895⑆ 0144653⑈

## Exhibit L

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

DONALD C. HUTCHINS

Plaintiff

v.

CARDIAC SCIENCE, INC.

Defendant

**AFFIDAVIT OF**  
**DONALD C. HUTCHINS**

NOW COMES DONALD C. HUTCHINS and upon being duly sworn,  
states that:

1. I am over 18 years of age and have personal knowledge of the matters attested to herein.
2. On November 29, 1994 I was issued U.S. Reissue Patent Number Re34,800-titled "CARDIOPULMINARY RESUSCITATION PROMPTING". The Patent Abstract states in part, "A portable, self powered electronic cardiopulmonary resuscitation prompting system . . ." This Reissue Patent Number Re34 ,800 is a reissue of my original Patent 4,583,524, that was issued November 21, 1984.
3. Patent Numbers 4,583,524 and Re.34,800 can be found on over 300,000 CPR Prompting devises that been marketed since 1984 and continue today as the standard in the industry.
4. On June 22, 1999 I was issued U.S. Patent Number 5,913,685-titled "CPR Computer Aiding". The Patent ABSTRACT states in part, "a processing unit responsive to the information signals and for providing output signals representative of proper steps to be taken in resuscitating the victim . . ."
5. I registered CPR prompting software in the form of written instructions, program printouts and computer disk to the U.S. Copyright Office at the Library of

- Congress in 1986. The copyrighted software included logic, graphics and voice commands found in my U.S. Patent #4,583,524 "reduced to practice".
6. On June 1, 1994, I signed a License Agreement with a venture group headed by Jon Lindseth of Cleveland, Ohio. I Licensed the CPR Prompt® trademark, copyright, U.S. Patent # Re 43,800, plus Canadian and European patents in exchange for a very small royalty and 7-1/2% of the proceeds when this venture was sold or did an IPO.
  7. Jon Lindseth's venture group held the license through a succession of companies: County Line Limited, CPR Prompt LLC and finally, the Compliant Corporation.
  8. In May of 2004 I realized that I had received no royalty payments or reports from The Compliant Corporation ("Compliant") since late summer in 2003. When I telephoned the Compliant headquarters I learned that Compliant had closed its operation.
  9. I was advised by the law office of Fish & Richardson that Compliant had also failed to pay the most recent patent fees to Fish & Richardson as they had done on a regular basis since 1995. The accounts receivable department of Fish & Richardson determined that Compliant was no longer in business. They suggested that I pay the fees so the foreign patents would not lapse. I determined that Compliant had abandoned the intellectual properties they had licensed from me as successor to County Line Limited and that I should reclaim my properties.
  10. I made several efforts to contact Compliant to reclaim my intellectual properties, marketing materials and tooling under terms of the June 1, 1994 License Agreement. There is no longer a listing for Compliant in the Cleveland area and all notices from me to Compliant's management were left unanswered. At this point I had no recourse but to declare his intellectual properties abandoned by the Jon Lindseth group, reclaim them as specified in the Agreement and discuss licensing these properties to the Zoll Corporation.
  11. On April 29, 2004 I received a phone call from Attorney Randall T. Skaar who stated that he was a patent attorney representing Cardiac Science, Inc. Attorney Skaar said that Mr. William Parker had filed a patent infringement against Cardiac Science that involved patents that Hutchins had licensed to Compliant



Corporation. He followed the telephone conversation with a letter he sent the next day.

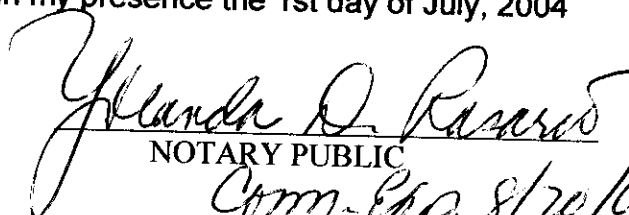
12. I had received no notification from Compliant about the acquisition by Cardiac Science and was told by my patent attorneys that Compliant had abandoned his patents, trademarks, and copyrights. Since November of 2003 Cardiac Science has been and continues to manufacture and sell products covered by my patents and is using the CPR Prompt® trademark on goods that it markets. As a result Cardiac Science is infringing on these patents and trademark.
13. I telephoned the Channing Bete Company, a national distributor of American Heart Association Products. The Channing Bete Company is a Massachusetts company headquartered at One Community Place, South Deerfield, MA 01373. Channing Bete confirmed that since November of 2003 the CPR Prompt® product line had been manufactured and marketed by the Cardiac Science company of Irvine, California.
14. In an attempt to received further information on a cross-license agreement I had made with William Parker, Attorney Skaar and I exchanged a number of e-mail messages. An attachment to one of these messages showed that Compliant told Cardiac Science that the License Agreement would give Cardiac Science the right to use my Patent #5,913,685. This is not true and Cardiac Science has no legal claim to this patent. Its use by Cardiac Science would also infringe on my properties. At the same time Attorney Skaar said that he knew of no patent attorney that had done due diligence on the Compliant/Cardiac Science acquisition.
15. Searches on the Internet provided me with press releases, security analyst reports, and Security and Exchange Commission Forms 8-K and 10-K that conveyed terms of the acquisition. A report from Wedbush Securities contained herein as Exhibit I condenses terms of the acquisition with these words, "Last week (October 21, 2003) Cardiac Science announced the acquisition of privately-held Compliant Corporation for \$47 million using 10.25 million shares of common stock."

16. Under terms of the License Agreement dated June 1, 1994 that I signed as patent owner and as President of the CPR Prompt Corporation, I have the right to reclaim my intellectual properties. I have done so.
17. Cardiac Science, Inc. is infringing on my Patent #Re 34,800, my copyright and the trademark CPR Prompt®. through the manufacture and sale of its line of safety products through distributors such as the Channing Bete Company.

FURTHER AFFIANT SAYETH NAUGHT

  
DONALD C. HUTCHINS

Sworn to before me and subscribed in my presence the 1st day of July, 2004

  
NOTARY PUBLIC  
Comm. Exp. 8/20/04